UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

ASTRONOVA, INC. Plaintiff, v. BRADY WORLDWIDE, INC. Defendant.	: : : : : : : : :	C.A. No.

COMPLAINT

Plaintiff, AstroNova, Inc. ("AstroNova") brings this action against Defendant, Brady Worldwide, Inc. ("Brady"), for federal trademark infringement and for federal and state unfair competition. By its Complaint, AstroNova seeks injunctive relief and monetary damages and alleges as follows:

PARTIES

1. Plaintiff AstroNova, f/k/a Astro-Med, Inc., is a Rhode Island corporation with its principal place of business in West Warwick, Rhode Island.

2. Upon information and belief, Defendant Brady is a Wisconsin corporation with its principal place of business in Milwaukee, Wisconsin.

JURISDICTION AND VENUE

3. This is an action for trademark infringement and false designation of origin arising under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125, and for related claims of common law unfair competition under Rhode Island law. This Court has jurisdiction over the Section 43(a) claims pursuant to the provisions of section 39(a) of the Lanham Act, 15 U.S.C. § 1121. This Court has jurisdiction over the common law claim for unfair competition brought

herein under the provisions of 28 U.S.C. § 1338(b) because that claim is joined with a substantial and related claim under the Trademark Laws of the United States, 15 U.S.C. § 1051, *et seq.*

4. Brady sells its products throughout the country through a variety of channels, including through at least seven distributors in Rhode Island.

5. Upon information and belief, this Court has personal jurisdiction over Brady because it conducts business in Rhode Island. Upon information and belief, Brady has sold or caused to be sold products to consumers in Rhode Island through its distributors and its website.

6. In addition, the injury to AstroNova caused by Brady occurred in Rhode Island, and Brady knew or had reason to know that the brunt of the injury from its intentional trademark infringement would be felt in Rhode Island.

7. Upon information and belief, venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of events giving rise to this action occurred in this District. Upon information and belief, Brady distributes, offers to sell and/or sells its products in Rhode Island and throughout the United States and promotes its products nationally.

FACTS

AstroNova and the Quicklabel® Trademark

8. AstroNova is a world leader in data acquisition and data visualization technology. It has been developing, manufacturing and selling data recording and printing systems since 1969. AstroNova manufactures data recorders and printers designed to capture and record numerous types of data for use in scientific research, medical research, industrial, labeling and other applications. AstroNova sells and markets its recorders and printers to thousands of companies and government entities spanning numerous industries, including telemetry and

aerospace, biomedical, power generation, automotive, transportation, telecommunications, packaging, food and beverage, and heavy industry.

9. Through its Quicklabel® product group, AstroNova develops, markets and sells color and barcode label printers and associated products, including labeling software, ink and label materials.

10. Since 1990, AstroNova has used the trademark, Quicklabel® (the "Quicklabel® Mark"), in connection with the sale of its printers and associated products.

11. In 2003, AstroNova expanded its line of printers marketed under the Quicklabel® Mark.

12. By virtue of its long, continuous, and widespread use, the Quicklabel® Mark has become associated with the printers produced by AstroNova both in the United States and globally.

13. In addition to its extensive common law rights to the Quicklabel® Mark throughout the United States, to protect the substantial goodwill associated with its line of products branded with its Quicklabel® Mark, AstroNova applied for two trademark registrations from the United States Patent and Trademark Office (the "PTO").

14. On September 3, 1991, the PTO granted AstroNova a federal trademark registration for Quicklabel® (Reg. No. 1,655,389; the "'389 Registration"), covering a computer program for use in a bar code printer. A true and correct copy of the certificate of registration is attached hereto as **Exhibit A**.

15. The '389 Registration is valid and subsisting. It is an incontestable registration.

16. On April 2, 2013, the PTO granted AstroNova a second federal trademark registration for Quicklabel® (Reg. No. 4,312,102; the "'102 Registration") covering digital color

label printers, bar code label printers, computer software for use in configuring and controlling the operation of printers sold separately and as a unit, winders and stackers for label printers, software or label design and printer automation. A true and correct copy of the certificate of registration is attached hereto as **Exhibit B**.

17. The '102 Registration carries a date of first use in commerce of 2003.

18. The registrations of the Quicklabel® Mark constitute *prima facie* evidence of the validity of the registration of the Quicklabel® Mark, AstroNova's ownership of it, and AstroNova's exclusive right to use it in commerce in connection with its goods.

19. AstroNova has spent considerable sums of money and effort developing its valuable trademark rights in the Quicklabel® Mark, which has resulted in strong, positive awareness of the Mark globally. Accordingly, the Quicklabel® Mark is a valuable commercial asset.

Brady's Willful Infringement of the Quicklabel® Mark

20. Both AstroNova and Brady offer label printers for sale.

21. In particular, Brady offers for sale printers with the designation "QUICKLABEL" (the "Accused Mark"), which is identical to AstroNova's Quicklabel® Mark.

22. The goods offered by Brady under the Accused Mark are printers, the precise goods covered by AstroNova's Quicklabel® registrations.

23. Since at least as early as 1994, Brady has purchased products from AstroNova, including products branded with the Quicklabel® Mark. Thus, Brady has long been aware of the Quicklabel® Mark.

24. By continuing to use the Accused Mark, Brady creates a false designation of origin as to the source of its printers and associated products.

25. Brady creates a likelihood of confusion and deception as to whether its printers and associated products originate with, or is sponsored by, affiliated with, or approved by, AstroNova.

26. By using and continuing to use the Accused Mark, Brady is infringing the Quicklabel® brand and is competing unfairly with AstroNova.

27. AstroNova has been damaged thereby. It has no adequate remedy at law.

Brady Initiates Litigation in Wisconsin to Avoid Suit in Rhode Island

28. In early 2017, AstroNova learned of Brady's infringing conduct.

29. On March 6, 2017, AstroNova sent Brady a letter demanding it stop using the Accused Mark.

30. On March 14, 2017, without responding to AstroNova's letter, Brady initiated a lawsuit in the United States District Court for the Eastern District of Wisconsin, seeking a declaratory judgment of non-infringement and a cancellation of AstroNova's Quicklabel® Mark.

31. Brady initiated the Wisconsin action in an effort to wrest away from AstroNova its choice of forum.

32. AstroNova requested that Brady dismiss the Wisconsin action, but Brady has refused.

COUNT I
Federal Trademark Infringement
(Violation of 15 U.S.C. § 1114, *et seq.*)

33. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

34. AstroNova is the owner of two federal trademark registrations for the Quicklabel® Mark.

35. Defendant is advertising and marketing its competing printer products in a way that is identical and substantially indistinguishable from the Quicklabel® Mark.

36. Through its unauthorized use of the Quicklabel® Mark in commerce, Defendant has infringed and continues to infringe Plaintiff's rights in its Quicklabel® Mark, so as to create a likelihood of confusion, or to cause mistake, or to deceive the public as to the nature, source and sponsorship of Defendant's products.

37. The unauthorized acts of Defendant in advertising and promoting goods as alleged above constitute trademark infringement of AstroNova's federally registered trademark in violation of the Lanham Act, 15 U.S.C. § 1114 *et seq.*, to the substantial and irreparable injury of the public and AstroNova's business reputation and goodwill.

38. The unauthorized acts of Defendant in advertising and promoting goods as alleged above were commenced and continue in spite of its actual and/or constructive knowledge of Plaintiff's rights in the Quicklabel® Mark and Defendant's knowledge that such activity was and is in direct contravention of Plaintiff's rights.

39. Unless Defendant is enjoined from engaging in such unlawful conduct, Plaintiff will continue to suffer irreparable harm and monetary damages and there remains likelihood that the public will be misled and confused.

40. Plaintiff has been damaged thereby. It has no adequate remedy at law.

COUNT II
Federal Unfair Competition and False Designation of Origin
(Violation of 15 U.S.C. § 1125(a), *et seq.*)

41. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

42. The aforesaid acts of Defendant constitute the intentional use of words, terms, names, symbols and devices and combinations thereof; false designations of origin; and false and misleading misrepresentations of fact that are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association with Plaintiff, or as to the origin, sponsorship or approval of Defendant's products or other commercial activities by Plaintiff.

43. The aforesaid acts of Defendant constitute the use of words, terms, names, symbols and devices and combinations thereof; false designations of origin; and false and misleading representations of fact that in commercial advertising or promotion, misrepresent the nature, characteristics or qualities of Defendant's products or other commercial activities.

44. The aforesaid acts of Defendant constitute false designation of origin, false and misleading descriptions and representations and false advertising in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

45. The aforesaid acts of Defendant have caused, and are causing, great and irreparable harm and damage to Plaintiff and, unless permanently restrained by this Court, said irreparable injury will continue.

46. Plaintiff has been damaged thereby. It has no adequate remedy at law.

COUNT III
(Common Law Unfair Competition)

47. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

48. Defendant's aforesaid acts are a violation and in derogation of Plaintiff's common law rights and are likely to cause confusion, mistake and deception among consumers and the public as to the source, origin, sponsorship or quality of Defendant's products.

49. Defendant's aforesaid acts are causing loss, damage and injury to Plaintiff and to consumers and the public.

50. Defendant knows, or reasonably should know, that its conduct is likely to mislead the public.

51. Defendant's aforesaid acts have been knowing, deliberate, willful, intended to cause mistake or to deceive, and in disregard of Plaintiff's rights.

52. As a direct and proximate result of Defendant's wrongful conduct, Plaintiff has been and will be deprived of sales of products and services and have suffered a diminution of the value of its Quicklabel® Mark.

53. The aforesaid acts of Defendant have caused and continue to cause irreparable harm and damage to Plaintiff and, unless permanently restrained by this Court, said irreparable injury will continue.

54. Plaintiff has been damaged thereby. It has no adequate remedy at law.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff, AstroNova, Inc., respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant, Brady Worldwide, Inc. and grant the following relief:

A. Compensatory damages sustained by Plaintiff as a result of Brady's infringement and unfair competition, in an amount to be ascertained at trial;

B. A trebling of any and all relevant damages awarded, pursuant to 15 U.S.C. § 1117(a);

C. A preliminary and permanent injunction barring Brady, and its officers, agents, servants, employees and all persons acting on Brady's behalf, from engaging in any use of the

Quicklabel® Mark, the Accused Mark, or any other name or mark confusingly similar to the Quicklabel® Mark either alone or in combination with other words or symbols, as a part of any trademark, service mark, trade name, corporate name, assumed name, domain name, web site, email address, or in any other manner in connection with printers or related products;

D. An injunction ordering Brady to deliver up for destruction all products, literature, signs, prints, advertising materials, catalogues, stationery and any other item bearing the Quicklabel® Mark or the Accused Mark, either alone or in combination with other words or symbols in connection with Brady's goods and/or services, pursuant to 15 U.S.C. § 1118;

E. An award of Plaintiff's attorneys' fees and costs; and

F. Such other and further relief that the Court may deem just and proper under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable in this action.

Respectfully submitted,
AstroNova, Inc.,
By Its Attorneys,

/s/ Craig M. Scott
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